REMARKS

This paper is responsive to the office action of September 16, 2003.

Claims 1-8 remain pending in this application. New claims 9-78 have been added.

Specifically, added claims 9-42 are substantially identical claims to claims 1-31 of related

application 09/479,916, added claims 43-54 are substantially identical claims to claims 1-12 of

related application 09/479,915, added claims 55-71 are substantially identical claims to claims 1-

17 of related application 09/479,914, added claims 72-78 are substantially identical claims to

claims 1-7 of related application 09/479,912.

Each of these aforementioned related applications posses the same original, filing date,

January 10, 2000, as does this application. Further, Applicants note that the specification of each

of the related applications from which the newly added claims 9-78 have been moved is

substantially identical to the specification of this application and support for the claims can be

found in the specification as originally filed. No new matter has been added. Attached are Office

Actions and Applicants' corresponding responses from each of the four related applications

mentioned above.

With regards to the office action in the present application dated September 16, 2003

claims 2 and 8 of this application stand rejected under 35 U.S.C. 112, first paragraph.

Specifically, Examiner asserts that the specification does not provide adequate written

description for the claim element "new contact added to the sales management system and a

contact rising to a new status level."

Applicants respectfully disagree with the Examiner's assertion that the specification is

insufficient to enable the "new contact added to the sales management system and a contract

rising to a new status level" elements of claims 2 and 8. Support can be found, among other

Page 18 of 22

Appln. No.: 09/480,172

Amendment dated February 17, 2004

places, on page 7 of the specification:

(a) "According to the invention, event rules can be defined using any of various techniques such as a graphical user interface or a natural language tool. At least some of the rules may specify that one or more print production requests or requisitions is to be generated upon occurrence of a business event. An example of an event rule might be: IF (new-employee-added) THEN GENERATE (REQUISITION: business-cards USING new-employee-information). The nature and number of the rules will of course be dependent upon the type of business, the type of database, and the type of ERP used by the company. In general, however, it is expected that event rules cause, either alone or in combination with other rules, one or more print production requests to be generated using information pertaining to the event." Lines 1-10; and

(b) "The term 'event' will be generally used to refer to a real-life event that can be detected (e.g., adding a new employee, or a change to an inventory level), while the term 'event data' will be generally used to refer to information concerning an event that has occurred (e.g., the employee's name and other information). Lines 16-19.

The above support is only illustrative and further support exists throughout the specification. Further, this support is sufficient to satisfy the requirements of 35 U.S.C 112 first paragraph with respect to claims 2 and 8. Applicants believe this rejection has been overcome.

Claim 7 stands rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,330,542 to Sevcik et al. The Examiner asserts that Sevcik teaches a method of designating event rules comprising the steps of: (1) providing a first display region allowing selection of items; (2) providing a second display region allowing selection of events that may occur in the sales management database; (3) receiving user designation of one of the items; (4) receiving user designation of one of the events; (5) wherein a print order regarding the designated item is generated upon detection of the designated event.

Sevoik describes an automated internet quoting and procurement system for commercial printing. A buyer when using the system over the internet enters in certain desired printing or similar criteria for a specific print job. Previous to the buyer's entry, print providers have also

submitted information that has been entered into the system. The print provider information is

reviewed and quotes based on several possible criteria are provided to the buyer for the desired

printing job the buyer described and the job may be subsequently scheduled and payment

submitted online.

Seveik fails to teach "events" of any kind. A print buyer placing a print order as is taught

in Sevcik is not an "event." Further Sevcik, fails to teach a display region allowing selection of

events. Sevoik also fails to teach receiving user designation of one of the events wherein a print

order is generated upon detection of a designated event.

Sevcik only teaches print buyer selection from a menu of possible products and some

corresponding options that are associated with those products. See Sevcik col 6: lines 5-38.

Sevcik fails to teach any "event," "event selection of events that may occur in a sales

management database," or "event detection" in the print quoting and process system described.

In Sevcik, a print buyer simply makes a product selection, and a quote may be provided for the

proposed print job to be completed by one of the system print providers. See col. 5 lines 13-20.

Upon user approval a print job may be performed in accordance with the order placed by the

print buyer. Further, the print buyer in the Sevcik system directly selects and approves the print

orders. No print order is "generated upon detection of an event," rather all print orders are

processed at the print buyer's command. Applicants submit claim 7 is allowable as presented.

Claims 1 and 3-6 stand rejected under 35 U.S.C. 103(a) as being unpatentable over U.S.

Patent No. 6,529,214 to Chase et al. (hereafter "Chase") in view of Sevcik.

In rejecting claim 1, the Examiner asserts that Chase teaches a method and system for an

interactive print job display comprising: an input device for receiving user input; a processor for

receiving user input selecting item; a storage for storing an event rule relating to the selected

Page 20 of 22

event and the selected item wherein, upon occurrence of the selected event, a print order relating to the item is generated. The Examiner acknowledges that Chase does not disclose "a first display region displaying an item to be printed and a second display region displaying a menu of events associated with the sales management databases." However, the Examiner suggests that Sevcik discloses a first and second display region as described.

Chase discloses an interactive image display system for displaying a printed article as it will appear when printed. The user interface component maintains the information from the user, allowing the user to modify a part of the information in order to view changes in the displayed article. The graphic layout component processes both the images for display to the user and the graphic description file for the print job, thereby guaranteeing that the user views exactly what the printed item will look like. See Chase Abstract.

Applicants agree with Examiner that Chase fails to teach "a first display region displaying an item to be printed and a second display region displaying a menu of events associated with the sales management databases." However Applicants further assert that Sevcik, for at least the reasons described above with respect to claim 1, also fails to teach "a first display region displaying an item to be printed and a second display region displaying a menu of events associated with the sales management databases" and therefore could not cure the deficiencies of Chase assuming, but not admitting, that Chase taught the other elements of the claim.

For at least the reasons stated with respect to claim 1, Sevcik alone or in combination with Chase fails to teach all the elements of claims 1 and 3-6. Accordingly, claim 1 and its dependent claims are allowable over the combination.

Claims 2 and 8 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Chase and Sevcik in further view of U.S. Patent No. 6,323,853 (hereafter "Hedloy"). For at least the

Appln. No.: 09/480,172

Amendment dated February 17, 2004

reasons stated above with respect to claims 1 and 7 respectively from which claims these claims depend, Applicants assert that the asserted references fail to anticipate or render obvious claims 2

and 8. Claims 2 and 8 are allowable over the combination.

Applicants are filing concurrently formal drawings FIG. 1-15, hereby replacing any previous informal drawings. No amendments to the drawings have been made. As such, no new matter has been added and acceptance of the formal drawings is hereby requested.

The Commissioner is hereby given authorization to charge for the additional claims and further authorization is hereby given to charge any additional fee to Deposit Account 19-0733.

Respectfully submitted,

BANNER & WITCOFF, LTD.

By:

Christopher R. Glembocki

Reg. No. 38,800

1001 G Street, N.W.

Washington, D.C. 20001-4597

Tel: Fax: (202) 824-3000 (202) 824-3001

Dated: February 17, 2004